

FILED

OCT 06 2015

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY *MP* DEPUTY

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

CORNELIUS OLUSEYI OGUNSALU, AN
INDIVIDUAL

Plaintiff,

vs.

SAN DIEGO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION,

SAN DIEGO UNIFIED SCHOOL DISTRICT
POLICE DEPARTMENT,

SAN DIEGO UNIFIED SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS CINDY
MARTEN,

SAN DIEGO UNIFIED SCHOOL DISTRICT
LEGAL COUNSEL ANDRA DONOVAN,

SAN DIEGO UNIFIED SCHOOL DISTRICT
PRINCIPAL MICHAEL DODSON,

SAN DIEGO UNIFIED SCHOOL DISTRICT
VICE PRINCIPAL MARCO SAMANIEGO,

SAN DIEGO UNIFIED SCHOOL DISTRICT
VICE PRINCIPAL PRECIOUS HUBBARD-
JACKSON,

Case No.: 15 CV 2203 H BGS

**COMPLAINT FOR VIOLATIONS OF
PLAINTIFF'S FIRST AMENDMENT,
FOURTH AMENDMENT, FOURTEENTH
AMENDMENT RIGHTS UNDER THE
U.S. CONSTITUTION AND FOR
ACTIONS UNDER COLOR OF LAW
PURSUANT TO 42 U.S.C. § 1983;
CONSPIRACY; BREACH OF
CONTRACT; FRAUD; EMPLOYMENT
RETALIATION; NEGLIGENT
RETENTION; HARASSMENT; AND FOR
EMOTIONAL DISTRESS DAMAGES;
COMPENSATORY DAMAGES AND
PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY
RELIEF**

JURY TRIAL DEMANDED

COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 1

OCT 06 2015

CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
RECEIVED

1 SAN DIEGO UNIFIED SCHOOL DISTRICT
2 BOARD OF EDUCATION TRUSTEE
MARNE FOSTER,

3 SAN DIEGO UNIFIED SCHOO DISTRICT
4 BOARD OF EDUCATION TRUSTEE **JOHN**
LEE EVANS,

5 SAN DIEGO UNIFIED SCHOOL DISTRICT
6 BOARD OF EDUCATION TRUSTEE
RICHARD BARRERA,

7 SAN DIEGO UNIFIED SCHOOL DISTRICT
8 BOARD OF EDUCATION TRUSTEE **SCOTT**
9 **BARNETT,**

10 SAN DIEGO UNIFIED SCHOOL DISTRICT
11 BOARD OF EDUCATION TRUSTEE **KEVIN**
BEISER,

12 SAN DIEGO UNIFIED SCHOOL DISTRICT
13 AREA SUPERINTENDENT **LAMONT**
JACKSON,

14 SAN DIEGO UNIFIED SCHOOL DISTRICT
15 HR SUPERVISOR **DARIN NOYES,**

16 SAN DIEGO UNIFIED SCHOOL DISTRICT
17 HR ATTORNEY **JOSE GONZALES,**

18 SAN DIEGO UNIFIED SCHOOL DISTRICT
19 POLICE OFFICERS DOES 1 – 20,

20 SAN DIEGO UNIFIED SCHOOL DISTRICT
21 POLICE OFFICER **THELMA FELIX,**

22 SAN DIEGO UNIFIED SCHOOL DISTRICT
23 DIRECTOR OF HUMAN RESOURCES
24 **BERNADETTE NGUYEN,**

25 Individually named defendants (**bold names**),
26 are being sued in their individual capacities. The
27 SDUSD, SDUSD Police Department, and the
28

COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
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1 SDUSD Board of Education are being sued as
2 municipal entities (Monell Claim).

3 4 INTRODUCTION

5 (1) This is an action for monetary damages, declaratory, and injunctive relief brought by
6 Plaintiff, Cornelius Oluseyi Ogunsalu ("Mr. Ogunsalu"), against the above-named Defendants,
7 pursuant to 42 U.S.C. §§ 1983, 1988, the First, Fourth and Fourteenth Amendments¹ to the
8 United States Constitution, and under the Constitution and law of the State of California.
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13 ¹ Liberty and property interests - In *Meyer v. Nebraska*, 262 U.S. 390, 399 (1923), the Court
14 offered this discussion of "liberty": While this court has not attempted to define with exactness the liberty...
15 guaranteed, the term has received much consideration, and some of the included things have been definitely stated.
16 Without doubt, it denotes not merely freedom from bodily restraint but also the right of the individual to contract, to
17 engage in any of the common occupations of life, to acquire useful knowledge, to marry, establish a home and bring
18 up children, to worship God according to the dictates of his own conscience, and generally to enjoy those privileges
19 long recognized... as essential to the orderly pursuit of happiness.

20 In *Samuel v. Holmes*, 138 F.3d 173 (5th Cir. 1998), the court determined that even a probationary
21 employee might have a property interest in continued employment, because under applicable state law probationary
22 status would mature into permanent employment absent compliance with a statutorily specified termination
23 procedure requiring a valid reason for discharge. The court found another possible basis for creation of a property
24 interest in a statutory requirement that the employer adopt policies for termination of probationary employees,
25 suggesting that the mere existence of a procedural requirement could give rise to a protected property interest. The
26 mere existence of a statutory procedure to be followed in terminating a public employee has been viewed by some
27 other courts as establishing a protected right in continued employment. E.g., *Winegar v. Des Moines School*
28 *District*, 20 F.3d 895 (8th Cir. 1994).

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30 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
31 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
32 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
33 EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
34 DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
35 INJUNCTIVE AND DECLARATORY RELIEF
36 JURY TRIAL DEMANDED - 3

(2) This Court has jurisdiction over Mr. Ogunsalu's claims pursuant to 28 U.S.C. §§ 1331, 1343.

(3) Venue is properly brought in this Court pursuant to 28 U.S.C. § 1391(b), as the Defendants all reside in, and the claims all arose in, the Southern District of California.

(4) The amount in controversy exceeds seventy-five thousand dollars (\$75,000), exclusive of costs, interest, and attorney fees.

STATEMENT OF FACTS

(5) At the time the events that led to this lawsuit occurred, Plaintiff, Mr. Ogunsalu, had just been hired by San Diego Unified School District as a Probationary II teacher for the 2013/2014 school year, at Bell Middle School located at 620 Briarwood Rd., San Diego, CA 91950.²

² During the 2012/2013 school year, Plaintiff, Mr. Ogunsalu was assigned to Bell Middle School as a long-term substitute teacher to teach the 6th Grade Language Arts class of a Ms. Barbara Bechtel. The position eventually became vacant towards the end of the school year due to the Ms. Bechtel retiring after a long medical leave of absence. During this period of Ms. Bechtel's absence, Plaintiff, Mr. Ogunsalu satisfactorily took over the 6th Grade Language Arts class and ensured the desired outcomes for his students' overall performance/s in the district benchmarks and state standardized tests.

Also, during this period, Defendant, Michael Dodson had repeatedly assured Plaintiff, Mr. Ogunsalu, of a leave replacement contract after Ms. Bechtel retired. That is, until when Ms. Bechtel actually retired and Defendant Michael Dodson made a 180 degree turn and started to offer to pay Plaintiff, Mr. Ogunsalu at an hourly rate as opposed to the long-term substitute teacher flat rate. Plaintiff, Mr. Ogunsalu insisted that he would prefer the leave replacement contract for numerous reasons, amongst which was the opportunity it would provide Plaintiff, Mr. Ogunsalu to finally clear his preliminary single subject credential in social sciences which was awarded back in 2007 and was at that time in the process of being extended for another three (3) years by the California Commission

COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT, FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD; EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR INJUNCTIVE AND DECLARATORY RELIEF

JURY TRIAL DEMANDED - 4

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4 for Teacher Credentialing. Plaintiff, Mr. Ogunsalu discussed other reasons with Defendant Michael Dodson such as
5 the desire to finally be able to start paying back his defaulted student loans; the desire to enter into the San Diego
6 Unified School District's Administrative Credential Program and one day become an administrator; the desire to
7 pursue additional studies in Educational Leadership; the desire to be financially stable after so many years of living
8 in poverty while working as a substitute teacher with the hope of finally getting a teaching contract.

9 Defendant Michael Dodson had also stated that he had sent SDUSD HR a PARR request for Plaintiff, Mr.
10 Ogunsalu through his administrative assistant, a Ms. Deby Cowan which turned out to be false as was indicated
11 during a meeting Plaintiff, Mr. Ogunsalu had with the HR Officer, Defendant Darin Noyes who categorically stated
12 that no such PARR was sent to his office by either Defendant Dodson or Ms. Cowan. On getting back to the school
13 April 2013, Plaintiff, Mr. Ogunsalu informed Ms. Cowan that HR had not received any PARR for the position he
14 (Plaintiff, Mr. Ogunsalu) had been assured by Defendant Dodson, i.e., the leave replacement position created as a
15 result of Ms. Bechtel's retirement. Shortly after conversation, Ms. Cowan submitted the PARR to SDUSD HR.

16 During this time, Plaintiff, Mr. Ogunsalu was also communicating with the Bell Middle School Area
17 Superintendent at that time, a Dr. Shirley Wilson, copying all email communications with her to Defendant Michael
18 Dodson and the HR Officer, Defendant Darin Noyes. At that time, despite suggestions by the school site SDEA
19 union representative, Plaintiff, Mr. Ogunsalu refrained from contacting the San Diego Education Association, i.e.,
20 the Union representing teachers of which Plaintiff, Mr. Ogunsalu was a paid and current member of, in order not to
21 upset Defendant, Michael Dodson.

22 No sooner than Plaintiff, Mr. Ogunsalu finally contacted SDEA in early May, 2013 that Defendant Michael
23 Dodson informed Plaintiff, Mr. Ogunsalu, in anger, that he (Michael Dodson) was no longer going to offer the
24 vacant leave replacement opening to Plaintiff, Mr. Ogunsalu indicating his angst at Plaintiff, Mr. Ogunsalu because
25 he exercised his union activity rights. It was around this time, towards the end of the 2012/2013 school year, that
26 Defendant Michael Dodson started subtly harassing Plaintiff, Mr. Ogunsalu.

27 After contacting the SDEA union officer in charge of Bell Middle School, an attorney, Fern Steiner,
28 handled the matter and eventually Plaintiff, Mr. Ogunsalu was awarded a Probationary 2 contract on July 18, 2013.
The contract in effect ensured that the 2012/2013 school year was Plaintiff, Mr. Ogunsalu first year of probation and
the district eventually had to compensate Plaintiff, Mr. Ogunsalu with back-pay after protracted disputes over proper
placement on the teachers' salary table. A final check for back pay for the previous school year was issued to
Plaintiff, Mr. Ogunsalu on the same day Defendant Michael Dodson went before the SDUSD Board of Education to
recommend Plaintiff, Mr. Ogunsalu be non-reelected for the 2014/2015 school year, i.e., March 6, 2014. This clearly

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1 (6) From the beginning of the 2013/2014 school year, Defendant, Michael Dodson
2 commenced a series of unlawful and unconstitutional actions towards Plaintiff, Mr. Ogunsalu in
3 retaliation against Mr. Ogunsalu for getting the Probationary II contract through the San Diego
4 Education Association (SDEA) against Defendant, Michael Dodson's will.
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6 (7) Defendants, Michael Dodson, Marco Samaniego, and Precious Hubbard-Jackson, i.e.,
7 principal, vice-principal and vice-principal at Bell Middle School, conspired amongst themselves
8 and with others i.e., Defendants, Lamont Jackson, Jose Gonzales, Bernadette Nguyen, Andra
9 Donovan, and Darin Noyes, to have Plaintiff, Mr. Ogunsalu, non-reelected by March 15, 2014,
10 by unlawfully and unconstitutionally using the California Non-Reelection Statute, Education
11 Code §44929.21 to end Plaintiff Mr. Ogunsalu's employment with San Diego Unified School
12 District by submitting a false and contrived recommendation letter to non-reelect Plaintiff, Mr
13 Ogunsalu, to Defendant, San Diego Unified School District Board of Education on or about
14 March 11, 2014.
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19 indicated that Defendant Michael Dodson was working in concert with certain individuals with San Diego Unified
20 School District on his ill-conceived plot to non-reelect Plaintiff, Mr. Ogunsalu while acting under color of state law
21 and utilized Education Code section 44929.21 to shield his (i.e., Defendant Michael Dodson) unlawful, illegal and
22 criminal actions towards Plaintiff, Mr. Ogunsalu in violation of 42 U.S.C. section 1983.

23 From the very beginning of the 2013/2014 school year, Defendant Michael Dodson, at his behest and in
24 conspiracy with his two vice principals, Defendants, Marco Samaniego and Precious Hubbard-Jackson started to
25 create their paper trail pretexts of contrived and false allegations and consequent write-ups, many of which failed
26 and were deliberately left out of the Defendant Michael Dodson's false and contrived non-reelection
27 recommendation to the Defendant, SDUSD Board of Education.
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COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
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1 (8) Plaintiff Mr. Ogunsalu, was not afforded any opportunity to appear before Defendant San
2 Diego Unified School District Board of Education³, and its five individual Board
3 members/trustees, to defend himself against any and all the false and contrived allegations in the
4 recommendation letter to non-reelect submitted by Defendants, Dodson, Samaniego and
5 Hubbard-Jackson, and Defendants, Lamont Jackson, Jose Gonzales, Bernadette Nguyen, Andra
6 Donovan, and Darin Noyes, to Defendant San Diego Unified School District Board of Education
7 and its five individual Board members/trustees, Defendants Marne Foster, John Lee Evans,
8 Richard Barrera, Scott Evans and Kevin Beiser.⁴
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13 ³ In fact, Defendant Michael Dodson boasted to Plaintiff, Mr. Ogunsalu on or about March 13,
14 2014, at a meeting in Dodson's office at Bell Middle School, when he finally informed Plaintiff, Mr. Ogunsalu, that
15 the decision to non-reelect Plaintiff, Mr. Ogunsalu had already been made by Defendant, SDUSD Board of
16 Education, and that all the defendants that participated in making the decision to non-reelect Plaintiff, Mr. Ogunsalu,
17 agreed that all the false, contrived, unsubstantiated and fabricated allegations against Plaintiff, Mr. Ogunsalu,
18 contained in the non-reelection recommendation to Defendant, SDUSD Board, were a SLAM DUNK!

19 ⁴ Defendant Michael Dodson never informed Plaintiff, Mr. Ogunsalu that he was going before the
20 SDUSD Board of Education on March 11, 2014 (or thereabouts) to recommend Plaintiff, Mr. Ogunsalu's non-
21 reelection. Rather Defendant Michael Dodson, conspired with Defendant Marco Samaniego to lure Plaintiff, Mr.
22 Ogunsalu away from Bell Middle School to go and do an observation at iMiddle School. The observation was
23 related to the UCSD Clear Credential Program that Plaintiff was enrolled in to clear his teaching credentials.
24 Defendant Marco Samaniego had deceptively agreed to mentor Plaintiff, Mr. Ogunsalu, through the Clear Credential
25 Program which required an on-site mentor throughout the program. Defendant Marco Samaniego knew that
26 Defendant Dodson intended from the beginning of the 2013/2014 school year that Dodson intended to non-reelect
27 Plaintiff, Mr. Ogunsalu, but fraudulently and deceptively assumed the role of Clear Credential mentor to deliberately
28 sabotage Plaintiff, Mr. Ogunsalu's completion of the Clear Credential Program.

29 Due to the severity of the false and contrived allegations contained in Defendant Dodson's
30 recommendation to the SDUSD Board to non-reelect Plaintiff, Mr. Ogunsalu, due process considerations warranted
31 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
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1 (9) The said false and contrived recommendation letter to non-reelect Plaintiff, Mr.
2 Ogunsalu, written by Defendants Dodson, Samaniego, and Hubbard-Jackson and Defendants,
3 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, Andra Donovan, and Darin Noyes, was
4 written with the knowledge, permission and approval of the San Diego Unified School District
5 Area Superintendent of Bell Middle School, i.e., Defendant Lamont Jackson.
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7 (10) The said false and contrived recommendation letter to non-reelect Plaintiff, Mr.
8 Ogunsalu, written by Defendants Dodson, Samaniego, and Hubbard-Jackson, and Defendants,
9 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, Andra Donovan, and Darin Noyes, was
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13 that Plaintiff was informed in advance that Defendant Dodson was going before the SDUSD Board to seek Plaintiff,
14 Mr. Ogunsalu's non-reelection and afford Plaintiff, Mr. Ogunsalu, the opportunity to answer to the false and
15 contrived allegations that were going to deprive him of liberty and property interests that were already at stake,
16 including but not limited to the completion of the UCSD Clear Credential Program to which SDUSD had already
17 granted a waiver to enroll in and complete; and to which Defendant Samaniego had already signed an agreement to
18 mentor Plaintiff, Mr. Ogunsalu through to completion. Other liberty and property interests at stake included but were
19 not limited to new student loan repayment obligations to pay down approx. \$250,000 in student loan debt; enroll in
20 the administrative credential program to start preparing for career advancement with SDUSD; enrollment in JD
21 program that Defendant Dodson had already provided a glowing LSAC recommendation; enrollment in a doctoral
22 program in Education; etc., all of which were threatened with the non-reelection recommendation to the SDUSD
23 Board, that Defendants Dodson and Samaniego conspired together to deprive Plaintiff, Mr. Ogunsalu, the
24 opportunity to a hearing to defend himself against the false and contrived allegations in the no-reelection
25 recommendation that Defendant Dodson presented before the SDUSD Board with the assistance of Defendant Jose
26 Gonzales, Darin Noyes, Andra Donovan, Cindy Marten, Lamont Jackson, Bernadette Nguyen, Precious Hubbard-
27 Jackson. The recommendation to non-reelect Plaintiff, Mr. Ogunsalu was granted by Defendant SDUSD Board of
28 Education and Defendants, Marne Foster, John Lee Evans, Richard Barrera, Scott Barnett and Kevin Beiser without
giving Plaintiff any due process considerations to at least, at a minimum, defend himself against allegations that
ALL the defendants (i.e., named in this footnote) KNEW to be false, contrived and fabricated.

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1 written with the knowledge, permission and approval of the San Diego Unified School District
2 Superintendent of Schools, Defendant, Cindy Marten.

3 (11) The said false and contrived recommendation letter to non-reelect Plaintiff, Mr.
4 Ogunsalu, written by Defendants Dodson, Samaniego, and Hubbard-Jackson, and Defendants,
5 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, Andra Donovan, and Darin Noyes, was
6 written with the knowledge, permission and approval of the Defendant, San Diego Unified
7 School District Board of Education.
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9 (12) The said false and contrived recommendation letter to non-reelect Plaintiff, Mr.
10 Ogunsalu, written by Defendants Dodson, Samaniego, and Hubbard-Jackson, and (Defendants,
11 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, Andra Donovan, and Darin Noyes, was
12 written with the knowledge, permission and approval of the Defendant, San Diego Unified
13 School District Board of Education Trustee, Marne Foster.
14

15 (13) The said false and contrived recommendation letter to non-reelect Plaintiff, Mr.
16 Ogunsalu, written by Defendants Dodson, Samaniego, and Hubbard-Jackson, and Defendants,
17 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, Andra Donovan, and Darin Noyes was
18 written with the knowledge, permission and approval of the Defendant, San Diego Unified
19 School District Board of Education Trustee, John Lee Evans.
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21 (14) The said false and contrived recommendation letter to non-reelect Plaintiff, Mr.
22 Ogunsalu, written by Defendants Dodson, Samaniego, and Hubbard-Jackson, and Defendants,
23 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, Andra Donovan, and Darin Noyes was
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26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
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1 written with the knowledge, permission and approval of the Defendant, San Diego Unified
2 School District Board of Education Trustee, Richard Barrera.

3 (15) The said false and contrived recommendation letter to non-reelect Plaintiff, Mr.
4 Ogunsalu, written by Defendants Dodson, Samaniego, and Hubbard-Jackson, and Defendants,
5 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, Andra Donovan, and Darin Noyes, was
6 written with the knowledge, permission and approval of the Defendant, San Diego Unified
7 School District Board of Education Trustee, Scott Barnett.

8 (16) The said false and contrived recommendation letter to non-reelect Plaintiff, Mr.
9 Ogunsalu, written by Defendants Dodson, Samaniego, and Hubbard-Jackson, and Defendants,
10 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, Andra Donovan, and Darin Noyes, was
11 written with the knowledge, permission and approval of the Defendant, San Diego Unified
12 School District Board of Education Trustee, Kevin Beiser.

13 (17) The said false and contrived recommendation letter to non-reelect Plaintiff, Mr.
14 Ogunsalu, written by Defendants Dodson, Samaniego, and Hubbard-Jackson, and Defendants,
15 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, Andra Donovan, and Darin Noyes was
16 written with the knowledge, permission and approval of the Defendant, San Diego Unified
17 School District Board of Education Legal Counsel, Andra Donovan.

18 (18) The said false and contrived recommendation letter to non-reelect Plaintiff, Mr.
19 Ogunsalu, written by Defendants Dodson, Samaniego, and Hubbard-Jackson, and Defendants,
20 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, Andra Donovan, and Darin Noyes, was

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1 written with the knowledge, permission and approval of the Defendant, San Diego Unified
2 School District HR Supervisor, Darin Noyes.

3 (19) The said false and contrived recommendation letter to non-reelect Plaintiff, Mr.
4 Ogunsalu, written by Defendants Dodson, Samaniego, and Hubbard-Jackson, and Defendants,
5 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, Andra Donovan, and Darin Noyes, was
6 written with the knowledge, permission and approval of the Defendant, San Diego Unified
7 School District HR Attorney, Jose Gonzales.

8 (20) The said false and contrived recommendation letter to non-reelect Plaintiff, Mr.
9 Ogunsalu, written by Defendants Dodson, Samaniego, and Hubbard-Jackson, and Defendants,
10 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, Andra Donovan, and Darin Noyes, was
11 written with the knowledge, permission and approval of the Defendant, San Diego Unified
12 School District Director of Human Resources, Bernadette Nguyen.

13 (21) On or about March 11, 2014, Defendant, Michael Dodson along with Defendants, Jose
14 Gonzales, Andra Donovan, Bernadette Nguyen, and Lamont Jackson, formally presented the
15 false and contrived letter of recommendation to non-reelect Plaintiff, Mr. Ogunsalu, before the
16 San Diego Unified School District Board of Education (named Defendant) and the Board's
17 individual Trustees, Defendants, Marne Foster, John Lee Evans, Richard Barrera, Scott Barnett
18 and Kevin Beiser, and a formal decision was made by Defendants SDUSD Board of Education,
19 Marne Foster, Scott Barnett, Kevin Beiser, John Lee Evans and Richard Barrera, to unlawfully
20 and unconstitutionally non-reelect Plaintiff Mr. Ogunsalu, under false pretexts contained in the
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26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
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1 false and contrived letter of recommendation by Defendants Dodson, Samaniego and Hubbard-
2 Jackson, pursuant to California Non-Reelection Statute, Education Code §44929.2.

3 (22) On or about March 12, 2014⁵, Defendant Bernadette Nguyen, with the knowledge,
4 permission and approval of San Diego Unified School District Superintendent, Defendant Cindy
5 Marten; Defendant, San Diego Unified School District Board of Education; Defendants, San
6 Diego Unified School District Board of Education Trustees, Marne Foster, John Lee Evans, Scott
7 Barnett, Richard Barrera and Kevin Beiser, sent an HR personnel folder on Plaintiff, Mr.
8 Ogunsalu, containing amongst other documents, the false and contrived letter of
9 recommendation to non-reelect Plaintiff, Mr. Ogunsalu, by Defendants Dodson, Samaniego and
10 Hubbard Jackson, to the California Commission on Teacher Credentialing in Sacramento, CA,
11 that eventually triggered a hearing to determine whether to revoke or suspend the teaching
12 credentials of Plaintiff, Mr. Ogunsalu, based on the non-reelection of Plaintiff, Mr. Ogunsalu by
13 San Diego Unified School District Superintendent, Defendant Cindy Marten; Defendant, San
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19 ⁵ Immediately after the SDUSD Board decision to non-reelect Plaintiff, Cornelius Ogunsalu
20 without an opportunity of a hearing for Plaintiff, Cornelius Ogunsalu to defend himself against the false, contrived
21 and fabricated allegations contained in the letter of recommendation by Defendants Dodson, Samaniego, Hubbard-
22 Jackson and Defendants, Lamont Jackson, Jose Gonzales, Bernadette Nguyen, Andra Donovan, and Dain Noyes,
23 Bernadette Nguyen transmitted the non-reelection decision and other damaging, false, contrived and fabricated
24 documents, to the California Commission on Teacher Credentialing to have that agency commence proceeding to
25 either suspend or revoke Plaintiff, Mr. Ogunsalu's credentials in Social Sciences and Business, and to also have the
26 California Commission on Teacher Credentialing deny a pending application by Plaintiff, Mr. Ogunsalu, to clear
27 both credentials in Social Sciences and Business.

28 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 12

1 Diego Unified School District Board of Education; Defendants, San Diego Unified School
2 District Board of Education Trustees, Marne Foster, John Lee Evans, Scott Barnett, Richard
3 Barrera and Kevin Beiser, pursuant to California Non-Reelection Statute, Education Code
4 §44929.21.
5

6 (23) The non-reelection of Plaintiff, Mr. Ogunsalu by San Diego Unified School District
7 Superintendent, Defendant Cindy Marten; Defendant, San Diego Unified School District Board
8 of Education; Defendants, San Diego Unified School District Board of Education Trustees,
9 Marne Foster, John Lee Evans, Scott Barnett, Richard Barrera and Kevin Beiser, pursuant to
10 California Non-Reelection Statute, Education Code §44929.21 did result in a decision by the
11 California Commission on Teacher Credentialing, after a hearing before the Commission for
12 Teacher Credentialing Panel, on or about February 18, 2015, to suspend the teaching credentials
13 of Plaintiff, Mr. Ogunsalu, for twenty-one (21) days.
14

15 (24) The said decision to suspend the teaching credentials of Plaintiff, Mr. Ogunsalu, is
16 presently being appealed to the State of California Attorney General's Office by Plaintiff, Mr.
17 Ogunsalu.
18

19 (25) The two credentials being subject to suspension by the California Commission for
20 Teacher Credentialing, as a result of the unlawful and unconstitutional actions of Defendants,
21 San Diego Unified School District Board of Education, San Diego Unified School District Board
22 of Education Trustees, Marne Foster, John Lee Evans, Scott Barnett, Richard Barrera and Kevin
23 Beiser, Dodson, Samaniego, Hubbard-Jackson, Lamont Jackson, Andra Donovan, Jose
24

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26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
27 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
28 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF
JURY TRIAL DEMANDED - 13

1 Gonzalez, Darin Noyes and Bernadette Nguyen, are the California Single Subject Teaching
2 Credentials in Social Sciences and Business.

3 (26) Immediately after the non-reelection decision, i.e., pursuant to California Non-reelection
4 Statute, Education Code §44929.21, during which Plaintiff, Mr. Ogunsalu was not afforded any
5 opportunity or due process to deny, and defend himself against, the false and contrived career-
6 damaging information contained in the letter of recommendation by Defendants Dodson,
7 Samaniego, Hubbard-Jackson and other defendants, Plaintiff Mr. Ogunsalu [repeatedly]
8 communicated with the Defendant San Diego Unified School District Board of Education and its
9 individual trustees, Defendants, Marne Foster, John Lee Evans, Scott Barnett, Richard Barrera
10 and Kevin Beiser, through San Diego Unified School District Legal Counsel, Defendant Andra
11 Donovan, to rescind the unlawful and unconstitutional decision to non-reelect Plaintiff, Mr.
12 Ogunsalu, because it was based on pretextual, unlawful and unconstitutional reasons in
13 retaliation against Plaintiff, Mr. Ogunsalu by Defendant, Michael Dodson.

14 (27) Defendant Andra Donovan, on behalf of the Defendants San Diego Unified School
15 District Board of Education, and the named defendant trustees, and with the permission and
16 approval of San Diego Unified School District Superintendent, Defendant, Cindy Marten, sent
17 two San Diego Unified School District Police officers (Doe 1 and Doe 2) to Plaintiff, Mr.
18 Ogunsalu's residence to threaten, intimidate and warn Plaintiff, Mr. Ogunsalu to stop
19 communicating with all the staff, Board and Trustees at San Diego Unified School District.
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26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
27 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
28 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 14

1 (28) Defendants Doe 1 and Doe 2 (i.e., San Diego Unified School District Police Officers sent
2 to threaten, intimidate and warn Plaintiff, Mr. Ogunsalu) further threatened to file felony charges
3 against Plaintiff with the San Diego District Attorney's Office.

4 (29) Plaintiff, Mr. Ogunsalu informed Defendant Andra Donovan and all the named
5 defendants in this lawsuit that he (Plaintiff, Mr. Ogunsalu) was exercising his First Amendment
6 rights under the U.S. Constitution and cannot and would not be muzzled by threats of arrest or
7 prosecution. Defendant, Andra Donovan threatened to have Plaintiff, Mr. Ogunsalu charged as a
8 vexatious litigant and use every power within her authority to fight Plaintiff, Mr. Ogunsalu after
9 stating categorically that Defendants, SDUSD Board of Education, Superintendent Cindy
10 Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans, and Kevin
11 Beiser, were not going to rescind their decision to non-reelect Plaintiff, Mr. Ogunsalu, without
12 due process of law (i.e., to defend himself against all the false allegations contained in the
13 recommendation to non-reelect), despite repeated pleas that the non-reelection decision was
14 based upon a false and contrived recommendation submitted before the Board by Defendants
15 Michael Dodson, Marco Samaniego, Precious Hubbard-Jackson, Lamont Jackson, Andra
16 Donovan, Jose Gonzalez, Bernadette Nguyen, and Darin Noyes.

17 (30) Plaintiff, Mr. Ogunsalu, did not stop sending emails to Defendant Michael Dodson, i.e.,
18 that were also forwarded to all named defendants, because he was exercising his First
19 Amendment rights as well as notifying all the named defendants about the true reasons behind
20 his pretextual, unlawful and unconstitutional non-reelection, i.e., due to the award of the Prob. II
21 contract that was negotiated with San Diego Unified School District by San Diego Education

22 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
23 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
24 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
25 EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
26 DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
27 INJUNCTIVE AND DECLARATORY RELIEF
28 JURY TRIAL DEMANDED - 15

1 Association, on behalf of Plaintiff, Mr. Ogunsalu, that Defendants, SDUSD Board of Education,
2 Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee
3 Evans, and Kevin Beiser, objected to because of the implementation of the SDUSD Attrition
4 Based Model for the 2012/2013 and 2013/2014 school years.

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6 (31) Plaintiff, Mr. Ogunsalu was then initially charged with five counts of misdemeanor
7 harassment, PC 653 m(b) based on charges filed by San Diego Unified School District Police
8 Department by Doe 1, Doe 2 and Doe 3 at the behest of Defendants San Diego Unified School
9 District Board of Education (named Defendant) and its individual trustees, Defendants, Marne
10 Foster, John Lee Evans, Scott Barnett, Richard Barrera and Kevin Beiser, San Diego Unified
11 School District Superintendent, Defendant, Cindy Marten, and through San Diego Unified
12 School District Legal Counsel, Defendant Andra Donovan, under color of law to stifle Plaintiff's
13 exercise of his freedom of speech as guaranteed by the U.S. Constitution and the Constitution of
14 the State of California.

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16
17 (32) Plaintiff was later tried in the San Diego Superior Court of six counts of PC 653 m(b) and
18 one count of PC 166 (a)(4) and convicted of three counts of PC 653 m(b) and one count of PC
19 166 (a)(4) due to the charges filed against Plaintiff, Mr. Ogunsalu by San Diego Unified School
20 District Police Department by Doe 1, Doe 2 and Doe 3 at the behest of Defendants San Diego
21 Unified School District Board of Education (named Defendant) and its individual trustees,
22 Defendants, Marne Foster, John Lee Evans, Scott Barnett, Richard Barrera and Kevin Beiser,
23 San Diego Unified School District Superintendent, Defendant, Cindy Marten, and through San
24 Diego Unified School District Legal Counsel, Defendant Andra Donovan under color of law to

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26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
27 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
28 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF

1 stifle Plaintiff's exercise of his freedom of speech as guaranteed by the U.S. Constitution and the
2 Constitution of the State of California.

3 (33) Prior to the trial in the San Diego Superior Court, Defendants San Diego Unified School
4 District Board of Education (named Defendant) and its individual trustees, Defendants, Marne
5 Foster, John Lee Evans, Scott Barnett, Richard Barrera and Kevin Beiser, San Diego Unified
6 School District Superintendent, Defendant, Cindy Marten, and through San Diego Unified
7 School District Legal Counsel, Defendant Andra Donovan, authorized the San Diego Unified
8 School District Police Department (named Defendant) and ten (10) of its police officers (named
9 Defendants Does 1 to 10) to carry out an unlawful surveillance, stake-out and false arrest of
10 Plaintiff, Mr. Ogunsalu, for his exercise of his freedom of speech as guaranteed by the U.S.
11 Constitution and the Constitution of the State of California.
12

13
14 (34) During the false arrest of Plaintiff, Mr. Ogunsalu, for his exercise of his freedom of
15 speech as guaranteed by the U.S. Constitution and the Constitution of the State of California,
16 Defendants, San Diego Unified School District police officers, Defendants Does 1 to 10
17 conducted and unlawful search of Plaintiff, Mr. Ogunsalu's vehicle without a search warrant;
18 and impounded Plaintiff, Mr. Ogunsalu's vehicle despite repeated pleas by Plaintiff, Mr.
19 Ogunsalu, to San Diego Unified School District police officers, Defendants Does 1 to 10, not to
20 impound his vehicle.
21

22
23 (35) The trial, State of California v. Ogunsalu, Case No. M190960 ended on 8/7/15 with a jury
24 verdict of guilty to Counts 3, 5 and 6 PC653 m (b) and Count 7 PC166 (a)(4) and is presently on
25 appeal. Plaintiff alleges that Defendants SDUSD Board of Education, Superintendent Cindy

26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
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28 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 17

1 Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans, and Kevin
2 Beiser, Defendants Andra Donovan, Lamont Jackson, Marco Samaniego, Precious Hubbard-
3 Jackson, and Darin Noyes, Defendants SDUSD police officer, Thelma Felix, SDUSD Does 1 -20
4 and the Defendant SDUSD Police Department all acted under color of law in filing charges
5 against Plaintiff, Mr. Ogunsalu to stifle Mr. Ogunsalu's free speech rights under the 1st
6 Amendment to the U.S. Constitution; and to violate Plaintiff, Mr. Ogunsalu's 4th and 14th
7 Amendment rights under the United States Constitution.
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11 **COUNT NO. 1 - VIOLATION OF PLAINTIFF'S FIRST AMENDMENT RIGHTS**
12 **PURSUANT TO 42 U.S.C. § 1983**

13 (36) Incorporating No. 1 - 35 above, Plaintiff, Mr. Ogunsalu further alleges Defendant
14 Michael Dodson took unlawful retaliatory actions against Plaintiff, Mr. Ogunsalu, due to many
15 email communications directed at Defendant Michael Dodson, in which Plaintiff, Mr. Ogunsalu:
16 (a) protested Defendant Michael Dodson's refusal to award Plaintiff, Mr. Ogunsalu, a leave
17 replacement contract during the 2012/2013 school year; (b) protested Defendant Michael
18 Dodson's plans to non-reelect Plaintiff, Mr. Ogunsalu, from the first week of the 2013/2014
19 school after the San Diego Education Association had secured a Probationary 2 contract for
20 Plaintiff, Mr. Ogunsalu, over the objections of Defendants Michael Dodson, Lamont Jackson,
21 Jose Gonzales, Darin Noyes and generally against the implementation of the Attrition Based
22 Model of Defendants, SDUSD Board of Education, individual trustees, and Superintendent
23 Cindy Marten. In the email communications referenced in (b) above, Plaintiff, Mr. Ogunsalu,
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26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
27 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
28 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 18

tersely warned Defendant Michael Dodson, not to mess with him and focus on providing training and support and professional development to Plaintiff, Mr. Ogunsalu, as a newly hired teacher, so that Plaintiff would be successful as a teacher; gain tenure after satisfying all necessary requirements according to law and district policies and terms of the Probationary 2 contract (i.e., implicit and explicit terms of the contract). Due to the email and text communications between Plaintiff, Mr. Ogunsalu and Defendant, Michael Dodson, in which Plaintiff, Mr. Ogunsalu exercised his 1st Amendment free speech rights, Defendant Dodson then commenced a series of unlawful retaliatory actions towards Plaintiff, Mr. Ogunsalu, that were geared towards creating a paper trail, i.e., from the first week of the 2103/2014 school year, for justifying the non-reelection of Plaintiff, Mr. Ogunsalu before March 15, 2014.

(37) Incorporating No. 1 - 36 above, Plaintiff, Mr. Ogunsalu further alleges that two San Diego Unified School District police officers, i.e., Doe 1 and Doe 2 violated his 1st Amendment rights under the U.S. Constitution, retaliated against Plaintiff, Mr. Ogunsalu by interfering with Plaintiff, Mr. Ogunsalu's rights to be free from false and malicious prosecution, by having two officers from SDUSD Police Department (Defendants, Doe 1 and Doe 2) visit Plaintiff, Mr. Ogunsalu's residence to intimidate and threaten the filing of felony charges against Plaintiff, Mr. Ogunsalu with the San Diego County District Attorney's office after unlawfully non-reelecting Charging Party without due process and unlawfully placing Plaintiff, Mr. Ogunsalu on administrative leave for exercising his 1st Amendment rights. The two San Diego Unified School District police officers, i.e., Defendants, Doe 1 and Doe 2 came uninvited and unannounced to threaten and intimidate Plaintiff, Mr. Ogunsalu while acting under color of law, to violate,

COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT, FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD; EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 19

1 Plaintiff's right of free speech. The two San Diego Unified School District police officers, i.e.,
2 Defendants Doe 1 and Doe 2 warned and intimidated Plaintiff, Mr. Ogunsalu that they were
3 going to charge Plaintiff, Mr. Ogunsalu with multiple felonies if he did not stop sending emails
4 to Defendants Michael Dodson, SDUSD Board of Education, Superintendent Cindy Marten,
5 Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser,
6 Defendants Andra Donovan, Lamont Jackson, Michael Dodson, Marco Samaniego, Precious
7 Hubbard-Jackson, Darin Noyes and the staff at Bell Middle School, in violation of Plaintiff, Mr.
8 Ogunsalu's 1st Amendment rights under the U.S. Constitution. This visit by the two San Diego
9 Unified School District police officers, i.e., Defendants, Doe 1 and Doe 2, occurred on or about
10 4/29/2014 at Plaintiff, Mr. Ogunsalu's residence in National City, California, very early in the
11 morning.
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15 **COUNT NO. 2 - VIOLATION OF PLAINTIFF'S FOURTH AMENDMENT RIGHTS**

16 **PURSUANT TO 42 U.S.C. § 1983**

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18 (38) Incorporating No. 1 – 37 above, In February, 2015, Plaintiff, Mr. Ogunsalu further
19 alleges, that there was an unlawful search of Plaintiff's vehicle by SDUSD Police Officers,
20 Defendants, Does 1 to 10, after conducting overnight surveillance of Plaintiff, Mr. Ogunsalu's
21 residence; orchestrating a multiple car ambush of Plaintiff, Mr. Ogunsalu's car as he was driving
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26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
27 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
28 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
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DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 20

1 to work from his residence in National City⁶. SDUSD Police Officers, Defendants, Does 1 to 10,
2 conducted an unlawful search of Plaintiff, Mr. Ogunsalu's vehicle without warrant. After
3 arresting Plaintiff, Mr. Ogunsalu, that morning, SDUSD police officers, Defendants Doe 1
4 through Doe 10, conducted a thorough forensic search of Plaintiff, Mr. Ogunsalu's vehicle,
5 without a search warrant, looking for drugs and guns in order to sic more criminal charges upon
6 Plaintiff, Mr. Ogunsalu. This unlawful search without warrant occurred with the knowledge and
7 approval of Defendants, SDUSD Board of Education, Superintendent Cindy Marten, Trustees
8 Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants
9 Andra Donovan, Lamont Jackson, Jose Gonzales, Bernadette Nguyen, and Darin Noyes.
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13 **COUNT NO. 3 - VIOLATION OF PLAINTIFF'S FOURTEENTH AMENDMENT**
14 **RIGHTS PURSUANT TO 42 U.S.C. § 1983**
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20 ⁶ This arrest was unlawful and was conducted outside the jurisdiction of Defendants SDUSD
21 Police Department and Defendants, SDUSD Police Officers Does 1 to 10, because the Defendants, SDUSD Police
22 Officers intercepted unlawfully and stole the arrest warrant (sought by Defendant Andra Donovan from the City
23 Attorney prosecutor Mr. Hearnberger who is a potential defendant to this lawsuit) from the San Diego Superior
24 Court, so that Defendant SDUSD Police Department could conduct the unlawful and illegal arrest of Plaintiff, Mr.
25 Ogunsalu, in order to conduct an unlawful and illegal search of Plaintiff, Mr. Ogunsalu's vehicle for drugs and guns.
26 The intention of these defendant SDUSD police officers was to find additional felony charges to sic on Plaintiff Mr.
27 Ogunsalu to ensure that he is tied up in criminal court and imprisoned and unable to file this Section 1983 federal
28 lawsuit, that Plaintiff, Mr. Ogunsalu had already given ALL the defendants notice that he intended to and would file.
COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF
JURY TRIAL DEMANDED - 21

1 (39) Incorporating No. 1 – 38 above, Plaintiff, Mr. Ogunsalu further alleges Deprivation of
2 liberty and property interests under the 14th Amendment to the U.S. Constitution to his California
3 Clear Credentials in Social Sciences and Business that has been put in jeopardy of suspension or
4 revocation by the California Commission on Teacher Credentialing, due to the unlawful,
5 pretextual and unconstitutional non-reelection by Defendants, SDUSD Board of Education,
6 Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee
7 Evans, and Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, Michael Dodson, Marco
8 Samaniego, Precious Hubbard-Jackson, Jose Gonzales, Bernadette Nguyen, and Darin Noyes.

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10 (40) Incorporating No. 1 – 39 above, Plaintiff, Mr. Ogunsalu further alleges Property interest
11 in training, support and professional development provided to all newly hired teachers at SDUSD
12 which was denied to Plaintiff, Mr. Ogunsalu by Defendants Michael Dodson and Lamont
13 Jackson, and which occurred with the knowledge and approval of Defendants, SDUSD Board of
14 Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett,
15 John Lee Evans, and Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, Jose Gonzales,
16 Bernadette Nguyen, and Darin Noyes.

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19 (41) Incorporating No. 1 – 40 above, Plaintiff, Mr. Ogunsalu further alleges Property interest
20 in Plaintiff, Mr. Ogunsalu completing the UCSD Clear Credential Program for which SDUSD
21 granted a waiver when Probationary 2 contract was signed in July, 2013, in lieu of the two-year
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26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
27 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
28 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 22

1 BTSA program at SDUSD⁷ which was denied to Plaintiff, Mr. Ogunsalu by Defendants Michael
2 Dodson and Lamont Jackson, and which occurred with the knowledge and approval of
3 Defendants, SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster,
4 Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants Andra Donovan,
5 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, and Darin Noyes.

7 (42) Incorporating No. 1 – 41 above, Plaintiff, Mr. Ogunsalu further alleges Property interest
8 in continued employment as long as SDUSD and its agents violated the terms of the contract,
9 both implicitly and explicitly, which was denied to Plaintiff, Mr. Ogunsalu by Defendants
10 Michael Dodson and Lamont Jackson, and which occurred with the knowledge and approval of
11 Defendants, SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster,
12 Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants Andra Donovan,
13 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, and Darin Noyes.

15 (43) Incorporating No. 1 – 42 above, Plaintiff, Mr. Ogunsalu further alleges Property interest
16 in continued employment as long as minimum due process guarantees were violated before
17 seeking non-reelection, which was denied to Plaintiff, Mr. Ogunsalu by Defendants Michael
18 Dodson and Lamont Jackson, and which occurred with the knowledge and approval of
19 Defendants, SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster,
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25 ⁷ Had Plaintiff, Mr. Ogunsalu not waived out of the two-year BTSA program and opted for the
26 one-year UCSD Clear Credential Program, the pretextual non-reelection would have effectively ensured the
27 revocation of both credentials held by Plaintiff, Mr. Ogunsalu.

1 Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants Andra Donovan,
2 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, and Darin Noyes.

3 (44) Incorporating No. 1 – 43 above, Plaintiff, Mr. Ogunsalu further alleges Property interest
4 in Single Subject Credentials in Social Sciences and Business both of which Plaintiff, Mr.

5 Ogunsalu had protected interests in guaranteed by the 14th Amendment of the U.S. Constitution,
6 which was denied to Plaintiff, Mr. Ogunsalu by Defendants Michael Dodson and Lamont

7 Jackson, and which occurred with the knowledge and approval of Defendants, SDUSD Board of
8 Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett,

9 John Lee Evans, and Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, Jose Gonzales,
10 Bernadette Nguyen, and Darin Noyes.

11 (45) Incorporating No. 1 – 44 above, Plaintiff, Mr. Ogunsalu further alleges Liberty interest in
12 pursuing JD and PhD degrees, which was denied to Plaintiff, Mr. Ogunsalu by Defendants

13 Michael Dodson and Lamont Jackson, and which occurred with the knowledge and approval of
14 Defendants, SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster,

15 Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants Andra Donovan,
16 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, and Darin Noyes.

17 (46) Incorporating No. 1 – 45 above, Plaintiff, Mr. Ogunsalu further alleges Liberty interest in
18 career advancement associated with getting an Administrative Credential, which was denied to

19 Plaintiff, Mr. Ogunsalu by Defendants Michael Dodson and Lamont Jackson, and which

20 occurred with the knowledge and approval of Defendants, SDUSD Board of Education,

21 Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee

22 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
23 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
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25 EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
26 DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
27 INJUNCTIVE AND DECLARATORY RELIEF
28 JURY TRIAL DEMANDED - 24

1 Evans, and Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, Jose Gonzales,
2 Bernadette Nguyen, and Darin Noyes.

3 (47) Incorporating No. 1 – 46 above, Plaintiff, Mr. Ogunsalu further alleges Liberty interest
4 in not being subjected to damage to reputation and damage to lifetime careers in Education, Law
5 and Business⁸ and in not being stigmatized with a criminal record and suspension/revocation of
6 California teaching credentials in Social Sciences and Business. Defendants, SDUSD Board of
7 Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett,
8 John Lee Evans, and Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, Jose Gonzales,
9 Bernadette Nguyen, and Darin Noyes have all made charges against Plaintiff, Mr. Ogunsalu, and
10 taken actions that would both damage my reputation and stigmatize me, in that I have a criminal
11 record (a conviction of three counts of PC 653 m (b) and one count of PC 166 (a)(4) in State of
12 California v. Ogunsalu, Case # M190960) as a result of the actions of named defendants against
13 Plaintiff., Mr. Ogunsalu; AND my California Teaching Credentials in Social Sciences are being
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19 ⁸ In *Board of Regents v. Roth*, 408 U.S. 564, 569-71 (1972), the Court also held that no liberty
20 interest was implicated, because in declining to rehire Roth the State had not made any charges against him or taken
21 any actions that would damage his reputation or stigmatize him. 436 at 572-75. Here, in this matter, the Defendants,
22 SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett,
23 John Lee Evans, and Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, Jose Gonzales, Bernadette
24 Nguyen, and Darin Noyes, have all made numerous charges against Plaintiff, Mr. Ogunsalu, before the SDUSD
25 Board of Education; before the California Commission on Teacher Credentialing and before the Superior Court of
26 California (San Diego Central); and ALL these actions have already damaged Plaintiff, Mr. Ogunsalu's reputation
27 and stigmatize Plaintiff, Mr. Ogunsalu. These actions have also ruined Plaintiff, Mr. Ogunsalu financially and
28 implicate liberty interests of life and pursuit of happiness and pursuit of the professions that Plaintiff, Mr. Ogunsalu,
desires and have worked so hard all his life to pursue and enjoy as an American citizen. Defendants, SDUSD Board
of Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans,
and Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, Jose Gonzales, Bernadette Nguyen, and Darin
Noyes, have all thus egregiously violated Plaintiff, Mr. Ogunsalu's liberty interests under the 14th Amendment to the
U.S. Constitution.

COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 25

1 threatened with suspension or revocation due to the unlawful and pretextual non-reelection, by
2 the California Commission on Teacher Credentialing. Plaintiff, Mr. Ogunsalu, is presently
3 appealing a 21-day suspension based on the non-reelection and possibly new charges by the
4 Commission on Teacher Credentialing for further suspension or complete revocation of
5 Plaintiff's teaching credentials as a result of the convictions of 8/715, due to the actions of
6 Defendants, SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster,
7 Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants Andra Donovan,
8 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, and Darin Noyes.
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12 **COUNT NO. 4 – UNLAWFUL AND UNCONSTITUTIONAL ACTIONS UNDER**

13 **COLOR OF LAW IN VIOLATION OF 42 U.S.C. § 1983**

14 (48) Incorporating No. 1 – 47 above, Plaintiff, Mr. Ogunsalu further alleges Police
15 intimidation – In April, 2014, Defendant SDUSD Board of Education through its legal counsel,
16 Defendants, Andra Donovan and Superintendent, Cindy Marten sent SDUSD two police officers
17 (Defendants, Doe 1 and Doe 2) to Plaintiff, Mr. Ogunsalu's residence to warn, threaten, muzzle
18 and intimidate Plaintiff, Mr. Ogunsalu and stifle Plaintiff, Mr. Ogunsalu's free exercise of his
19 freedom of speech as guaranteed by the 1st Amendment to the U.S. Constitution. This police
20 intimidation occurred with the knowledge and approval of Defendants, SDUSD Board of
21 Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett,
22 John Lee Evans, and Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, Jose Gonzales,
23 Bernadette Nguyen, and Darin Noyes.
24
25

26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
27 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
28 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 26

1 (49) Incorporating No. 1 – 48 above, Plaintiff, Mr. Ogunsalu further alleges Unlawful
2 surveillance – In February, 2015, nearly one year after Plaintiff, Mr. Ogunsalu’s non-reelection
3 by SDUSD Board of Education, Defendants Andra Donovan and Superintendent Cindy Marten
4 ordered San Diego Unified School District police officers, Defendants Doe 1 to Doe 10, to put
5 Plaintiff, Mr. Ogunsalu, under unlawful surveillance overnight in order to arrest Plaintiff, Mr.
6 Ogunsalu, early in the morning, around 6:20 am, on his way to work. This unlawful surveillance
7 occurred with the knowledge and approval of Defendants, SDUSD Board of Education,
8 Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee
9 Evans, and Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, Jose Gonzales,
10 Bernadette Nguyen, and Darin Noyes.

13 (50) Incorporating No. 1 – 49 above, Plaintiff, Mr. Ogunsalu further alleges Unlawful arrest
14 and interference with employment rights by San Diego Unified School District police officers,
15 Defendants Doe 1 through Doe 10 – After staking out Plaintiff, Mr. Ogunsalu’s residence
16 overnight, TEN (10) SDUSD police officers, Defendants Doe 1 through Doe 10, watched
17 Plaintiff get into his car, around 6:30, that February morning, before converging upon Plaintiff,
18 Mr. Ogunsalu, with sirens blaring, in about six marked and unmarked SDUSD police vehicles
19 and blockading Plaintiff, Mr. Ogunsalu on a side street approximately two blocks from Plaintiff,
20 Mr. Ogunsalu’s residence. The ten SDUSD police officers, Defendants Doe 1 through Doe 10,
21 unlawfully arrested Plaintiff, in National City, CA, i.e., out of their jurisdiction, amidst protests
22 by Plaintiff, Mr. Ogunsalu to be allowed to call his employer about the arrest and to be allowed
23 to properly park his car so that it was not impounded, which all fell on deaf ears. These unlawful
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26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF’S FIRST AMENDMENT, FOURTH AMENDMENT,
27 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
28 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 27

1 arrest and interference with employment rights occurred with the knowledge and approval of
2 Defendants, SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster,
3 Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants Andra Donovan,
4 Lamont Jackson, Jose Gonzales, Bernadette Nguyen, and Darin Noyes.
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7 **COUNT NO. 5 – CONSPIRACY PURSUANT TO 42 U.S.C. § 1983**

8 (51) Conspiracy 1 -

9 Incorporating No. 1 – 50 above, Plaintiff, Mr. Ogunsalu further alleges Dodson's conspiracy
10 with Marco Samaniego and Precious Hubbard-Jackson after Plaintiff reported to Marco
11 Samaniego and Precious Hubbard-Jackson that plaintiff, Cornelius had witnessed unprofessional
12 and inappropriate behavior by Dodson with a female student. Sometime in December, 2013,
13 Dodson had lifted up a female student in the air and playfully body slamming her to the ground
14 in front of the school while he was supposedly doing after-school supervision. Dodson,
15 Samaniego and Hubbard-Jackson conspired to non-reelect Plaintiff, Mr. Ogunsalu for the
16 2014/2015 and commenced a series of contrived and fabricated disciplinary write-ups to create a
17 paper trail to substantiate their conspiracy to non-reelect Plaintiff, Cornelius Ogunsalu.
18

19
20 (52) Conspiracy 2 -

21 Incorporating No. 1 – 51 above, Plaintiff, Mr. Ogunsalu further alleges Conspiracy by Defendant
22 Michael Dodson with Rudy Mitchell, to contrive and fabricate a letter in support of a false
23 allegation by a student (Rudy Mitchell's son) that was utilized as supporting evidence to the non-
24 reelection recommendation of Plaintiff, Mr. Ogunsalu, to the SDUSD Board of Education. This
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26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
27 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
28 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 28

1 conspiracy by Defendant Dodson and Rudy Mitchell to contrive and fabricate a letter in support
2 of the recommendation to non-reelect Plaintiff, Mr. Ogunsalu occurred with the knowledge and
3 approval of Defendants, SDUSD Board of Education, Superintendent Cindy Marten, Trustees
4 Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants
5 Andra Donovan, Lamont Jackson, Jose Gonzales, Bernadette Nguyen, and Darin Noyes.
6

7 (53) Conspiracy 3 -

8 Incorporating No. 1 – 52 above, Plaintiff, Mr. Ogunsalu further alleges Conspiracy by
9 Defendants Michael Dodson and Marco Samaniego, to lure Plaintiff away from Bell Middle
10 School on or about March 11, 2014, and to conceal the fact that Defendant Michael Dodson was
11 going before the SDUSD to get the final approval on his recommendation to non-reelect
12 Plaintiff, Mr. Ogunsalu. This concealment was deliberately carried out to ensure that Plaintiff,
13 Mr. Ogunsalu, was denied the opportunity to defend himself before the SDUSD Board of
14 Education, against all the false and contrived allegations contained in the non-reelection
15 recommendation letter by Defendants Michael Dodson, Jose Gonzales, Bernadette Nguyen,
16 Lamont Jackson, Darin Noyes, Marco Samaniego and Precious Hubbard-Jackson.
17

18 This conspiracy by Defendants Michael Dodson and Marco Samaniego, to lure Plaintiff away
19 from Bell Middle School on or about March 11, 2014, occurred with the knowledge and
20 approval of Defendants, SDUSD Board of Education, Superintendent Cindy Marten, Trustees
21 Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants
22 Andra Donovan, Lamont Jackson, Jose Gonzales, Bernadette Nguyen, and Darin Noyes.
23
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25

26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
27 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
28 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 29

COUNT NO. 6 - BREACH OF CONTRACT AND BREACH OF IMPLIED CONTRACT

(54) Incorporating No. 1 - 53 above, Plaintiff, Mr. Ogunsalu further alleges that Defendants SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, Marco Samaniego, Precious Hubbard-Jackson, and Darin Noyes, breached Plaintiff's Probationary II contract, by breaching an implied provision of the contract that occurred when San Diego Unified School District through its agent, Anne Yarroll-Melnick, the Director of SDUSD Teacher Preparation and Support Department, signed off on a waiver allowing Plaintiff, Mr. Ogunsalu to enroll in the UCSD Extension Clear Credential Program on the same day, Plaintiff signed his teaching contract in July, 2013.

(55) Incorporating No. 1 – 54 above, Plaintiff, Mr. Ogunsalu further alleges that This waiver implied that Plaintiff, Mr. Ogunsalu would be allowed to enroll in, begin and complete the UCSD Extension Clear Credential Program to clear his teaching credential instead of being enrolled in the SDUSD Beginning Teacher Support and Assessment (BTSA) Induction Program. SDUSD terminated Plaintiff, Mr. Ogunsalu's employment three quarters of the way through the UCSD Extension Clear Credential Program thereby putting in jeopardy the successful completion, by Plaintiff, Mr. Ogunsalu, of the UCSD Extension Clear Credential Program.

(56) Incorporating No. 1 – 55 above, Plaintiff, Mr. Ogunsalu further alleges that Plaintiff, Mr. Ogunsalu, at the signing of his Probationary II contract informed Defendant, Darin Noyes that he would be opting out of the SDUSD BTSA Induction Program because Plaintiff, Mr. Ogunsalu

COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT, FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD; EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 30

1 was very concerned that Defendant, Michael Dodson was going to non-reelect Plaintiff, Mr.
2 Ogunsalu, out of retaliation for obtaining the Probationary II contract through San Diego
3 Education Association (SDEA), over Defendant Dodson's objections.
4

5 (57) Incorporating No. 1 – 56 above, Plaintiff, Mr. Ogunsalu further alleges that Plaintiff, Mr.
6 Ogunsalu's waiver out of BTSA and enrollment in the UCSD Clear Credential Program occurred
7 with the knowledge and approval of Defendants, SDUSD Board of Education, Superintendent
8 Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans, and
9 Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, and Darin Noyes.
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12 **COUNT NO. 7 – FRAUD**

13 (58) Incorporating No. 1 - 57 above, Plaintiff, Mr. Ogunsalu further alleges that Defendants
14 SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard
15 Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants, Lamont Jackson, Jose
16 Gonzales, Michael Dodson and Darin Noyes fraudulently acquiesced to awarding Plaintiff, Mr.
17 Ogunsalu a Probationary II contract, to be in compliance after not fraudulently awarding
18 Plaintiff, Mr. Ogunsalu a leave replacement contract in the 2012/2013 school year. Plaintiff, Mr.
19 Ogunsalu had been a long term substitute teacher, teaching 6th grade English Language Arts at
20 Bell Middle School from the very beginning of the 2012/2013 school year till the end of that
21 school year. Defendants Michael Dodson, Lamont Jackson, Jose Gonzales, Darin Noyes,
22 SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard
23 Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, after being aware of that SDUSD was
24

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26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
27 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
28 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF
JURY TRIAL DEMANDED - 31

1 implementing an Attrition Based Model in which the SDUSD and SDUSD Superintendent and
2 SDUSD had decided no new teachers will be hired for the 2012/2013 school year, awarded
3 Plaintiff, Mr. Ogunsalu the 2013/2014 Probationary II contract, with the intention of fraudulently
4 revoking the contract through non-reelection before March 15, 2014 when it could statutorily but
5 unlawfully utilize the California Non-reelection Statute, Education Code §44929.21 under false
6 pretexts.

7
8 (59) Incorporating No. 1 – 58 above, Plaintiff, Mr. Ogunsalu, further alleges that Michael
9 Dodson was ordered by Defendants, Superintendent Cindy Marten, Lamont Jackson (HR
10 Director when contract was awarded and later Area Superintendent of Michael Dodson in the
11 2013/2014 school year), SDUSD Board of Education, Trustees Marne Foster, Richard Barrera,
12 Scott Barnett, John Lee Evans, and Kevin Beiser, to ensure that Plaintiff, Mr. Ogunsalu was non-
13 reelected in the 2013/2014 school year at Bell Middle School. This fraudulent plan to non-reelect
14 Plaintiff, Mr. Ogunsalu was put into implementation by Defendant Michael Dodson and occurred
15 with the knowledge and approval of Defendants, SDUSD Board of Education, Superintendent
16 Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans, and
17 Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, and Darin Noyes.

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21 **COUNT NO. 8 - EMPLOYMENT RETALIATION**

22 (60) Retaliation 1 -

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24 Incorporating No. 1 - 59 above, Plaintiff, Mr. Ogunsalu further alleges that Defendant Michael
25 Dodson retaliated against Plaintiff, Mr. Ogunsalu by denying training, support and professional

26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
27 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
28 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 32

development that every newly hired teacher at San Diego Unified School District was entitled to. Defendant Dodson's refusal to provide training, support and professional development to Plaintiff, Mr. Ogunsalu occurred with the knowledge and approval of Defendants, SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, Marco Samaniego, Precious Hubbard-Jackson, and Darin Noyes.

(61) Retaliation 2 -

Incorporating No. 1 - 60 above, Plaintiff, Mr. Ogunsalu further alleges that Defendant Michael Dodson retaliated against Plaintiff, Mr. Ogunsalu by deliberating taking actions to sabotage the UCSD Extension Clear Credential Program that Plaintiff, Mr. Ogunsalu was enrolled in. Defendant Dodson's deliberate actions to sabotage Plaintiff, Mr. Ogunsalu's UCSD Clear Credential Program, occurred with the knowledge and approval of Defendants, SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, Marco Samaniego, Precious Hubbard-Jackson, and Darin Noyes.

(62) Retaliation 3 -

Incorporating No. 1 - 61 above, Plaintiff, Mr. Ogunsalu further alleges that Defendant Michael Dodson retaliated against Plaintiff, Mr. Ogunsalu by conspiring with Defendants, SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, Marco Samaniego, Precious Hubbard-Jackson, and Darin Noyes, to unlawfully and

COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT, FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD; EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 33

1 unconstitutionally utilize the non-reelection statute, California Education Code section 44929.21
2 to unlawfully terminate Plaintiff's employment under false pretexts and violate Plaintiff, Mr.
3 Ogunsalu's liberties and freedoms guaranteed by the 14th Amendment to the U.S.
4 Constitution, occurred with the knowledge and approval of Defendants, SDUSD Board of
5 Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett,
6 John Lee Evans, and Kevin Beiser, Defendants Andra Donovan, Lamont Jackson, Marco
7 Samaniego, Precious Hubbard-Jackson, and Darin Noyes.

10
11 **COUNT NO. 9 - NEGLIGENT RETENTION**

12 (61) Incorporating No. 1 - 60 above, Plaintiff, Mr. Ogunsalu further alleges that Defendants,
13 SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard
14 Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants Andra Donovan, Lamont
15 Jackson, Bernadette Nguyen and Jose Gonzales all negligently retained Defendant Michael
16 Dodson as a principal at Bell Middle School despite the fact that they KNEW he was
17 compromised as an administrator due to NUMEROUS reports of sexual harassment of female
18 teachers and staff of SDUSD; and due to several reports of harassment of both male and female
19 employees at SDUSD evidenced by Defendant Michael Dodson's TOTAL FAILURE as an
20 administrator. These TOTAL FAILURE of Defendant Dodson as an administrator added to
21 SDUSD's negligent retention of Defendant Michael Dodson led to all the numerous egregious,
22 unlawful and unconstitutional harm that Plaintiff, Mr. Ogunsalu has detailed in this Section 1983
23 Complaint for Damages.

26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
27 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
28 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 34

COUNT NO. 10 – HARASSMENT

(62) Incorporating No. 1 - 61 above, Plaintiff, Mr. Ogunsalu further alleges that from the very first week of the 2013/2014 school year Defendant, Michael Dodson started to harass Plaintiff, Mr. Ogunsalu. On many occasions he sought the assistance of Defendants, Marco Samaniego, Precious Hubbard-Jackson, Lamont Jackson, Jose Gonzales and Andra Donovan in harassing and writing up Plaintiff, Mr. Ogunsalu. These series of harassment were all geared toward unlawfully non-reelecting Plaintiff, Mr. Ogunsalu, through fabricated, contrived and false documentation to eventually attach to Defendants, Michael Dodson, Jose Gonzales, Bernadette Nguyen and Lamont Jackson's pretextual non-reelection recommendation before Defendants, SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, that eventually resulted in the notice of non-reelection to Plaintiff, Mr. Ogunsalu.

(63) Incorporating No. 1 - 62 above, Plaintiff, Mr. Ogunsalu further alleges that Plaintiff can cite and produce evidence of all instances of harassment by Defendant Michael Dodson, i.e., acting on behalf of Defendants, SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Lamont Jackson, Andra Donovan, Darin Noyes, Jose Gonzales, and Bernadette Nguyen, because Plaintiff, Mr. Ogunsalu memorialized many of these instances of harassment on his SDUSD email account's communications with Defendant Michael Dodson and Defendants, SDUSD

COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT, FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD; EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 35

1 Board of Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera,
2 Scott Barnett, John Lee Evans, and Kevin Beiser, Andra Donovan, and Darin Noyes.

3 (64) Incorporating No. 1 - 63 above, Plaintiff, Mr. Ogunsalu further alleges that All the
4 instances of harassment towards Plaintiff, Mr. Ogunsalu, occurred with the knowledge and
5 approval of Defendants, SDUSD Board of Education, Superintendent Cindy Marten, Trustees
6 Marne Foster, Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants
7 Andra Donovan, Lamont Jackson, Marco Samaniego, Precious Hubbard-Jackson, and Darin
8 Noyes.
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12 **COUNT NO. 11 - EMOTIONAL DISTRESS**

13 (65) Incorporating No. 1 - 64 above, Plaintiff, Mr. Ogunsalu further alleges that Many of the
14 unlawful and unconstitutional actions visited upon Plaintiff, Mr. Ogunsalu, by Defendants,
15 Michael Dodson, Andra Donovan, Lamont Jackson, Marco Samaniego, Precious Hubbard-
16 Jackson, and Darin Noyes, while he was an employee at Bell Middle School, under a
17 Probationary 2 contract; before that, while working as a long-term substitute teacher; and after
18 the non-reelection by Defendants, Michael Dodson, Jose Gonzales, Bernadette Nguyen and
19 Lamont Jackson, SDUSD Board of Education, Superintendent Cindy Marten, Trustees Marne
20 Foster, Richard Barrera, Scott Barnett, John Lee Evans, and Kevin Beiser, ALL resulted in
21 emotional distress being suffered by Plaintiff, Mr. Ogunsalu, who continues to suffer emotional
22 daily due to the following:
23
24

25 (a) Potential Loss of California Clear Credentials in Social Science and Business

26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
27 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
28 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
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JURY TRIAL DEMANDED - 36

(b) Daily Impact of Non-Reelection on New Employment Opportunities with Sweetwater Union High School District

(c) Daily Impact of Non-Reelection on Getting Another Teaching Contract with any other school district in California or outside California.

(d) Daily impacts of the financial catastrophe in Plaintiff, Mr. Ogunsalu's life resulting from Loss of Income.

(e) Daily Impact on Plaintiff, Mr. Ogunsalu's inability to repay Student Loans obligations assumed in the 2013/2014 school year due to Probationary 2 contract (i.e., Default Threat).

(f) Daily Impact of Damage to Credit Rating and inability to pay bills, rent, credit card payments and the payday loans assumed due to substantial loss of income and the additional unexpected costs of attending credential hearing in Sacramento with hired attorney; paying \$3,000 bail and hiring attorney for \$10,000 (80% of which are still outstanding); and mounting financial problems resulting in numerous daily calls from creditors due to inability of Plaintiff, Mr. Ogunsalu to make any payments.

(g) Loss of Admission to Thomas Jefferson School of Law due to loss of income.

(h) Loss of Reputation due to criminal trial and non-reelection consequences.

(i) Loss of Career Advancement and Professional Development Opportunities

(j) Loss of Freedom of Movement in San Diego due to initial ban by Defendants, SDUSD

Board of Education, Superintendent Cindy Marten, Trustees Marne Foster, Richard Barrera,

Scott Barnett, John Lee Evans, and Kevin Beiser, Defendants Andra Donovan, Lamont Jackson,

Marco Samaniego, Precious Hubbard-Jackson, and Darin Noyes, that Plaintiff, Mr. Ogunsalu

COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT, FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD; EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 37

1 must NOT come close to or come on any SDUSD property and must NOT contact any SDUSD
2 employee, students, or the parents of students. This ban was further unlawfully legitimated by a
3 San Diego Superior Court order to that effect, i.e., ALL named defendants sought to violate
4 Plaintiff, Mr. Ogunsalu's freedom of movement as guaranteed by the U.S. Constitution.
5

6 (k) Emotional Impact of Loss of Freedom of Association

7 (l) Emotional Impact of Unlawful Arrest and Impact on New Employment with Sweetwater
8 Union High School District

9 (m) Emotional Impact of Trial, Conviction and Sentencing.
10
11

12 INJUNCTIVE RELIEF

13 (66) Incorporating No. 1 - 65 above, Plaintiff, Mr. Ogunsalu requests that this Court, Grant an
14 injunction dismissing all the criminal charges and convictions in San Diego Superior Court, Case
15 No. M190960, State of California v. Ogunsalu⁹, against Plaintiff, Mr. Ogunsalu, for exercising
16 his rights under the Constitution of the United States because PC 653 m(b) and PC 166 (a)(4)¹⁰
17
18

19
20 ⁹ The ONLY reason the charges that led to this criminal case were ever filed by SDUSD police
21 officer Defendants Thelma Felix, at the behest of Defendants, SDUSD Board of Education, Superintendent Cindy
22 Marten, Dwfendants, Trustees Richard Barrera, Marne Foster, Scott Barnett, Kevin Beiser and John Lee Evans,
23 Defendants Andra Donovan, Michael Dodson, Lamont Jackson, Marco Samaniego, Precious Hubbard-Jackson, Jose
24 Gonzales, specifically to stifle Plaintiff, Mr. Ogunsalu's free speech and to endure that he could not vindicate his 1st,
4th and 14th Amendment rights pursuant to 42 U.S. Code Section 1983. Plaintiff, Mr. Ogunsalu repeatedly informed
ALL the named defendants that he would file such a lawsuit and WILL take it all the way to the US. Supreme Court
IF Defendant, SDUSD Board of Education DID NOT rescind its pretextual non-election of Plaintiff, Mr. Ogunsalu.

25 ¹⁰ This charge, PC 166 (a)(4), was added allegedly because Plaintiff, Mr. Ogunsalu, was falsely
26 attributed to have made a statement, i.e., "Fuck the judge" at the time of his arrest (which he never said) by SDUSD
27 police Defendants Doe 1 to Doe 10. Plaintiff, Mr. Ogunsalu was also charged with willful disobedience of a court
28 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 38

1 as applied to Plaintiff, Mr. Ogunsalu, by the San Diego Superior Court, violated Plaintiff, Mr.
2 Ogunsalu's 1st Amendment rights under the U.S. Constitution. This case is presently under
3 appeal in the State of California Court of Appeal and will probably end up in the State of
4 California Supreme Court to exhaust all state remedies before this Court can wade in to
5 determine the constitutionality of the convictions in San Diego Superior Court, Case No.
6 M190960, *State of California v. Ogunsalu*.

8 (67) Incorporating No. 1 - 66 above, Plaintiff, Mr. Ogunsalu hereby preserves the right of federal
9 appeal in this matter, i.e., San Diego Superior Court, Case No. M190960, *State of California v.*
10 *Ogunsalu*., when this matter is ripe for consideration in federal court, pursuant to the rulings in
11 *Gooding v. Wilson*, 405 U.S. 518 (1972) and *Lewis v. City of New Orleans*, 415 U.S. 130 (1974),
12 in the event that this Court determines that this matter is not ripe for consideration in this Court.
13

14 15 **DECLARATIVE RELIEF**

16
17 (68) Incorporating No. 1 - 67 above, Plaintiff, Mr. Ogunsalu requests that this Court Declare
18 California Non-Reelection Statute, Education Code §44929.21 unconstitutional as applied to
19 Plaintiff, Mr. Ogunsalu. This statute has already been declared unconstitutional in the
20

21
22
23 order based on unlawful communications made by Defendant Andra Donovan to the prosecutor, Mr. Hensberger,
24 with the San Diego City Attorney's Office. Defendant Andra Donovan knowingly acted in that manner to violate
25 Plaintiff, Mr. Ogunsalu's 1st and 14th Amendment rights to the U.S. Constitution which also resulted in Plaintiff, Mr.
26 Ogunsalu's vehicle being unlawfully searched by SDUSD police officers, Defendants Doe 1 to Doe 10. Defendant
27 Andra Donovan deliberately and willfully conspired with others to violate Plaintiff, Mr. Ogunsalu's constitutional
28 rights under the U.S. Constitution by using the San Diego Superior Court to muzzle Plaintiff Mr. Ogunsalu and to
threaten, intimidate and prevent Plaintiff, Mr. Ogunsalu, from filing this instant Section 1983 lawsuit.
COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
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INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 39

1 controversial Vergara v. California lawsuit and is presently on appeal in the State of California
2 Court of Appeal, i.e., Vergara v. California, Court of Appeal Case Number B258589 and Trial
3 Court Case Number B258589
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6 **PRAYER FOR RELIEF**

7 WHEREFORE, plaintiff respectfully prays that this court enter judgment granting
8 plaintiff:

- 9 (a) A declaration that the acts and omissions described herein violated plaintiff's rights under
10 the Constitution and laws of the United States.
11
12 (b) A preliminary and permanent injunction ordering all named defendants to cease and
13 desist any and all unconstitutional and unlawful actions to be directed at against Plaintiff,
14 Mr. Ogunsalu, in violation of the U.S. Constitution, California Constitution and all
15 applicable federal and state statutes.
16
17 (c) Compensatory damages in the amount to be determined with proof, against each
18 defendant, jointly and severally.
19
20 (d) Punitive damages in the amount to be determined with proof, against each defendant.
21
22 (e) Emotional distress damages in the amount to be determined with proof, against each
23 defendant.
24
25 (f) A jury trial on all issues triable by jury
26
27 (g) Plaintiff's costs in this suit
28
29 (h) Any additional relief this court deems just, proper, and equitable.

30 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
31 FOURTEENTH AMENDMENT RIGHTS UNDER THE U.S. CONSTITUTION AND FOR ACTIONS UNDER
32 COLOR OF LAW PURSUANT TO 42 U.S.C. § 1983; CONSPIRACY; BREACH OF CONTRACT; FRAUD;
33 EMPLOYMENT RETALIATION; NEGLIGENT RETENTION; HARASSMENT; AND FOR EMOTIONAL
34 DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
35 INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 40

1 Dated this 9th day of October, 2015

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6 Cornelius Oluseyi Ogunsalu, Pro Se
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26 COMPLAINT FOR VIOLATIONS OF PLAINTIFF'S FIRST AMENDMENT, FOURTH AMENDMENT,
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DISTRESS DAMAGES; COMPENSATORY DAMAGES AND PUNITIVE DAMAGES; AND FOR
INJUNCTIVE AND DECLARATORY RELIEF JURY TRIAL DEMANDED - 41